

OFFICE OF ATTORNEY GENERAL
BUREAU OF CONSUMER PROTECTION
HEALTH CLUB REGISTRATION SECTION
14TH FLOOR, STRAWBERRY SQUARE
HARRISBURG, PENNSYLVANIA 17120
(717) 787-9707

_____ New Certificate
_____ Renewal Certificate

Current Registration Number
(If this is a Renewal)

CERTIFICATE OF EXEMPTION
FROM FINANCIAL SECURITY REQUIREMENTS OF THE HEALTH CLUB ACT

NOTE: A CERTIFICATE OF EXEMPTION MUST BE FILED FOR EACH SEPARATE LOCATION AT WHICH A BUSINESS ENTITY PROVIDES HEALTH CLUB SERVICES.

1. This Certificate of Exemption is made on behalf of the following business entity:

_____ BUSINESS OR FICTITIOUS NAME OF HEALTH CLUB

_____ MAILING ADDRESS

_____ CITY COUNTY ZIP CODE

_____ TELEPHONE NUMBER_____

_____ LOCATION OF HEALTH CLUB IF DIFFERENT FROM ABOVE

2. **All health club contracts used** by the health club identified in Paragraph 1 above **meet all of the following requirements:**

- (a) All health club contracts used contain the following statement:

Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the health club at which the contract is entered into ceases operation and fails to offer a comparable alternate location within ten miles.

- (b) All payments due under the contract are in equal monthly installments spread over a entire term of the contract, except that a club may charge and collect at the beginning of the contract, an initiation fee not to exceed the lesser of six monthly installments to be made under the contract, or the actual costs of establishing the initial health club membership.
 - (c) There may be no payments of any type, including, but not limited to, down payments, membership fees or any other direct payment to the health club, other than the monthly payments and initiation fees described in paragraph (b).
 - (d) The term of the contract may not exceed 12 months.
3. **All health club contracts used by the health club identified in Paragraph 1 above comply with all other provisions of the Health Club Act.**
4. I understand that I am under a continuing obligation to notify the Bureau of Consumer Protection in writing of any change in the information provided in this Certificate of Exemption and of the obligation to file a renewal certificate by June 1 of each year.

ATTACH A BLANK COPY OF YOUR HEALTH CLUB CONTRACT(S), AND ANY AGREEMENT(S), AND PROMISSORY NOTE(S) BEING USED BY YOUR HEALTH CLUB.

CERTIFICATION

I hereby certify that the information contained in this Certificate of Exemption is true and correct. I further certify that I have actual authority to make this certification on behalf of the health club identified in Paragraph 1 above. I also understand that any false statement made herein is subject to the penalties for unsworn falsification to authorities pursuant to 18 Pa. C.S. Section 4904.

DATE

SIGNATURE

PRINTED NAME

TITLE

FOR OFFICIAL USE (to be completed by the Bureau of Consumer Protection)

DATE RECEIVED: _____
REVIEWED BY: _____
CONTRACT RECEIVED: _____
ACTION RECOMMENDED: _____
APPLICATION APPROVED ON: _____
REGISTRATION NUMBER: _____

Certificate of Exemption